



**REQUEST FOR QUOTATIONS
FAX ON DEMAND**

Arizona Registrar of Contractors
800 W. Washington, 6th Floor
Phoenix, AZ 85007

RFQ NO: QROC05-001
Offers will be accepted until 5:00 p.m. on
October 13, 2004.

Page 1 of 9

Date: October 5, 2004

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, including all charges, including applicable taxes. Price schedule should be indicated in spaces provided below. Return your quotation promptly to the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602)542-5511. A copy of these documents are on file and available for review in the Arizona Registrar of Contractors Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.**

DELIVERY POINT:

800 W. Washington, 6th Floor
Phoenix AZ 85007.

Buyer: Wilma Himel
Phone No.: (602) 542-1525, 7220
FAX No.: (602) 364-0725

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
1	1	Each	Placement of public service & paid advertisements	\$ _____	\$ _____
2	1	Each	Modification of existing ads		
3	1	Each	Media Clipping Services	\$ _____	\$ _____
4	1	Each	E-Newsletter & Website Enhancement Services	\$ _____	\$ _____
(NOTE: The contractor will be reimbursed for the cost of the advertising provided the budget is prior approved by the State Agency for these services. The advertising costs in addition to the payment of the contractor for services rendered cannot exceed the total, cumulative sum of \$35,000.)					
THIS IS NOT A PURCHASE ORDER					

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip	Phone #
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Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____% on the above-listed price(s).

Signature _____

Date _____

Typed Name and Title _____

Tax ID No. _____ "AN EQUAL OPPORTUNITY AGENCY" Fax No.: _____



**REQUEST FOR QUOTATIONS
FAX ON DEMAND
(Continuation Sheet)**

Arizona Registrar of Contractors
800 W. Washington, 6th Floor
Phoenix, AZ 85007

RFQ NO: QROC05-001
Offers will be accepted until 5:00 p.m. on
October 15, 2004.

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Date: October 4, 2004

VENDOR QUOTATION

DELIVERY POINT:

800 W. Washington, 6th Floor
Phoenix AZ 85007.

Buyer: Wilma Himel
Phone No.: (602) 542-1525, 7220
FAX No.: (602) 364-0725

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
			<p>Vendor Certification:</p> <p>SMALL BUSINESS</p> <p>A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.</p> <p><input type="checkbox"/> This company is a small business concern. <input type="checkbox"/> This company is not a small business concern.</p> <p>MINORITY BUSINESS ENTERPRISE</p> <p>A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.</p> <p><input type="checkbox"/> This company is a minority business enterprise. <input type="checkbox"/> This company is a woman owned business enterprise. <input type="checkbox"/> This company is not a minority business enterprise</p> <p align="center">THIS IS NOT A PURCHASE ORDER</p>	TOTAL AMOUNT	<p>Tax (_____ %)</p> <p>\$ _____</p>



SCOPE OF WORK (1-6) & SPECIAL TERMS & CONDITIONS (7-14)

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1. PURPOSE & BACKGROUND

1.1 The purpose of this Request For Quotation (RFQ) is to provide the Arizona Registrar of Contractors (hereafter referred to as the "Agency" or "State Agency") with the temporary services of a consultant with expertise in the area of advertising in order to increase public awareness of the Agency's role in helping consumers resolve their complaints when contracting with licensed contractors. The contractor's primary role under this contract will be to focus on the placement of ads for the Agency by securing free statewide public service broadcast time in addition to the placement of paid ads with television, radio, newspaper, magazine and trade publications.

1.1.1 The State Agency, however, reserves the right to assign tasks that may include, but are not limited to, the following: a) monitoring of designated media and provision of clipping services; b) graphic revisions to existing print ads; and, c) assist the State Agency with various aspects of its Web site and e-newsletter in accordance with the requirements of the Agency.

1.1.2 This contract is being established to provide the State Agency with access to the above-described services until a new, long-term contract can be established. The contract resulting from this RFQ will end December 31, 2004 or when the cumulative, total sum of \$35,000 has been reached.

1.1.2.1 The State Agency reserves the right to permit the contractor to complete an assigned task or project after December 31, 2004 provided the assignment was made prior to December 31st and funds remain for these services. (Note: under an RFQ, the maximum, total cumulative contract expenditure cannot exceed \$35,000 during the life of the contract.)

2. GENERAL REQUIREMENTS

2..1 The contractor shall have the capability and requisite experience and expertise to provide professional services in the area of advertising to the Agency in accordance with the provisions and requirements set forth herein. The contractor shall understand and agree that no quantity of service is guaranteed under the contract and that the State of Arizona does not guarantee that the contractor's services will be utilized to any degree.

2.2 In the performance of the services set forth herein, the contractor shall expressly understand and agree that when a contract is executed by the State Procurement Office (SPO), only SPO has the authority to make any changes to the contract by means of issuing a contract amendment. The contractor further acknowledges that contract services shall be performed on behalf of the Agency, which shall be responsible for administration of the contract.



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2.3 The State of Arizona shall have the full right to reprint, reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, commissions, fees, etc.

2.4 With the exclusion of any leased material, all other work performed under the contract, including, but not limited to the following, shall be the property of the State of Arizona:

2.4.1 All plans, documents and recommendations;

2.4.2 All copy and graphics, and original art work;

2.4.3 Releases for all talent involved in the media campaign; and,

2.4.4 All photography, film, video, audit, music, etc., required to complete approved assignments including non published material.

3. SPECIFIC REQUIREMENTS - ADVERTISING

3.1 The contractor shall initially prepare and submit an advertisement placement plan to the Agency for print, radio (audio), and television ads utilizing existing advertising that the Agency currently owns which will require little or no revision prior to placement. Additionally, the contractor may be asked to provide assistance to the Agency in the area of website design and initially focus on reorganization which may require creating new graphics and visuals for the website and a template for an html-based e-newsletter.

3.1.1 The plan shall include a complete schedule of all public service media to be utilized.

3.1.2 The contractor shall agree and understand that the Agency shall have complete authority over the plan and shall have the expressed rights to modify, change, and/or delete all or any part of the plan.

3.1.3 The contractor shall agree that advertising services under this contract shall be primarily for placement of existing ads; graphic revisions to existing print ads; and, some potential graphics work for the Agency's Web site and html-based e-newsletter.

3.1.3.1 The contractor shall agree that the web site work under this contract involves graphics only, and shall not include maintenance of the Agency web site or real-time posting, sending or creation of textual content. The maintenance and posting of the Agency web site material and distribution of the Agency e-newsletter shall be done by Agency personnel. The Agency shall be responsible for maintenance of the



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Agency web site.

3.2 Upon approval of the contractor's plan by the Agency, the contractor shall secure statewide public service announcements at no expense to the Agency, with the following media:

3.2.1 Television Broadcast Stations;

3.2.2 Radio Broadcast Stations; and

3.2.3 Newspaper

3.2.4 Magazines/Trade Publications

3.3 The contractor may also be directed to monitor designated media and provide clipping services. Specific media and publications to be monitored shall be either designated by the Agency or prior approved by the Agency.

3.4 In addition to the placement of paid ads, the contractor shall secure free public service announcements (PSAs) in publications which are free to the public and are placed at various grocery store locations throughout the State.

3.4.1 The contractor shall make timely payment for all paid ads placed on behalf of the Agency. The contractor shall be responsible for insuring that the work it performs and the monies spent on advertising or other related services provided under this contract do not exceed the maximum total expenditure permitted under this contract nor exceed the amount prior approved by the State Agency.

3.5 The contractor shall be responsible for ensuring proper performance of all public service announcement and media contracts.

3.6 The contractor shall be responsible for obtaining copyrights and for registering all logos, commercials, etc., in the name of the State of Arizona if requested by the Agency. The contractor shall be paid only the net cost of obtaining all copyrights and registering logos.

5. SPECIFIC REQUIREMENTS APPLICABLE TO SERVICES PROVIDED

5.1 Cost Assessment



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5.1.1 The contractor shall present the Agency with a cost assessment for approval before incurring any internal or external expenses on any work which is billable under this contract. If approved, the contractor shall complete all phases of the project or task in accordance with the approved plan and within the approved cost assessment.

5.1.2 If the Agency feels the cost assessment or any part of the plan, in whole or in part, may be unreasonable, the Agency reserves the right to require the contractor to make the designated changes to the plan and/or obtain addition quotes for the review and consideration of the Agency and contractor. The Agency, however, shall have final approval in deciding which scenario will result in a project most advantageous to the State.

5.2 Reporting

5.2.1 On or before the Tenth (10th) of each month, the contractor shall prepare and deliver to the Agency a detailed accounting of the expenditures for the prior month and a cumulative total for the campaign.

5.2.2 In addition, the contractor shall submit a written report describing all work in progress, estimated completion dates, and an itemized list of anticipated expenditures and costs for such work.

5.3 Payment

5.3.1 The contractor shall submit monthly itemized invoices and verification of work performed to the Agency for review and approval or approval with revision. Upon request, the contractor shall immediately provide the Agency with the necessary type and level of documentation to support all charges contained on the invoice(s).

5.3.2 The contractor shall be reimbursed in accordance with the rates established under the contract (e.g., net cost plus hourly rates for all approved work completed in-house and net cost plus percentage fee for all approved subcontracted work).

5.4 Specific Expenses

5.4.1 The contractor shall pay all postage and telephone charges incidental to the routine conduct of business.

5.4.2 The State Agency, however, shall pay all postage required for approved direct mail brochures, letters, etc., to the general public or a specialized market group if such correspondence is mailed in the name or over the signatures of the Agency as part of the approved public awareness campaign or with the prior approval of the Agency.



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5.4.3 The Agency shall pay any telephone, facsimile and telegram charges necessary for the rendering of special or unusual services requested or approved by the Agency (e.g., special telephone surveys, extensive cancellation of space, etc.).

5.4.4 The Agency shall reimburse the contractor for reasonable travel expenses in accordance with the State of Arizona Travel Regulations. Travel shall not be undertaken except by specific request and prior approval by the Agency.

5.4.4.1 The contractor shall not be paid for travel time or travel expenses incurred for normal travel to and from the Agency in Phoenix, AZ. For purposes of this quotation, "normal travel" covers travel from an individual's point of origin or last location prior to arriving at the Agency.

5.4.5 The contractor shall be paid the firm, fixed hourly contract rate for each personnel classification necessary for the completion of special related tasks for which this contract does not otherwise specifically define. The contractor shall have the Agency's prior written approval to undertake any special assignments in order to invoice the Agency for these services.

6. STATE AGENCY RESPONSIBILITIES

- 6.1 The Agency shall be responsible for all uploading, editing and maintenance for material done by the contractor related to the Web site and e-newsletter, articles and narrative about the agency that will be presented to the public in an e-newsletter or Web site format.
- 6.2 If the Agency feels the cost assessment or any part of the plan, in whole or in part, may be unreasonable, the Agency reserves the right to require the contractor to make the required changes to the plan and/or obtain addition quotes for the review and consideration of the Agency and contractor. The Agency, however, shall have final approval in deciding which scenario will result in a project most advantageous to the State.
- 6.3 The Agency shall make payments to the contractor on a monthly basis provided the Agency has received an itemized invoice and verification of the contractor's work. The Agency may require the submission of the type and level of documentation necessary for the Agency to determine the validity of a service, verify the delivery of a service, or verify the project cost or reimbursable expenditure before approving an invoice or approving with stated revision.
- 6.4 Provide clear direction to the contractor as it relates to news releases, other related projects, items impacting the Web site and e-newsletter activities required of the contractor and/or performed by the Agency.
- 6.5 Provide all of the necessary prior approvals, written or verbal where permitted, in a timely



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7. CIVIL RIGHTS NOTIFICATION

The Arizona Registrar of Contractors prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the ROC programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the ROC Assistant Director Administration, 800 W. Washington, 6th Floor Phoenix., AZ 85007, (602) 542-1525, 7200. If you require this document in an alternative format, please contact the ROC Assistant Director as listed above or call TTY at 602-542-15881.

8. INSURANCE

Contractor's Obligations: Without limiting any liabilities or any other obligation of the Contractor, the Contractor will purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

- A. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage will be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy will include coverage for:

- Bodily Injury;
- Broad Form Property Damage (including completed operations);
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage will extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
- Fire Legal Liability;

- B. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of Arizona Registrar of Contractors to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.

- C. Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:



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Workers Compensation (Coverage A): Statutory Arizona benefits;
Employers Liability (Coverage B): \$500,000 each accident;
\$500,000 each employee/disease;
\$1,000,000 policy limit/disease.

Policy will include endorsement for State coverage for state of hire.

- D. Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. The Retroactive Coverage Date (if written on a Claims-Made form) will be the same as the effective date of this contract. The policy will cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona and the Arizona Registrar of Contractors, will include one of the following types of Professional Liability policies:

- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional
- Other (Specify profession from Scope of Work)

The policy will contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- E. The State of Arizona and Arizona Registrar of Contractors reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
- F. In case any work is subcontracted, the Contractor will require all Subcontractors to provide comparable coverage.
- G. Failure on the part of the Contractor to procure or maintain required insurance will constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.
- H. The policies required by the Commercial General and Business Automobile Liability Sections herein will be endorsed to include the State of Arizona and Arizona Registrar of Contractors as additional insured and will require that the insurance provided by Contractor will be primary insurance and that any insurance carried by the State of Arizona and Arizona Registrar of



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Contractors will be excess and not contributory insurance to that provided by Contractor.

- I. Certificates of Insurance acceptable to the State of Arizona and Arizona Registrar of Contractors will be issued and delivered prior to the commencement of the work defined in this contract, and will identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Registrar of Contractors as Additional Insured as required. The insurance policies required by this paragraph will contain a provision that coverages afforded will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona and Arizona Registrar of Contractors.
- J. Failure on the part of the Contractor to meet these requirements will constitute a material breach of contract, upon which the State of Arizona and Arizona Registrar of Contractors may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and Arizona Registrar of Contractors will be repaid by the Contractor upon demand, or the State of Arizona and Arizona Registrar of Contractors may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required will not be charged to the State of Arizona and Arizona Registrar of Contractors. Contractor and its insurer(s) providing the required coverages will waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.
- K. If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

9. INDEMNITY

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions will be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

10. TAXES

The applicable State and local taxes will be listed on the price sheet.

11. LICENSES

Contractor will maintain in current status all federal, state and local licenses and permits required for



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the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

12. CONTRACT TERM

The term of the resultant contract shall commence upon date of award and shall end no later December 31st or when the cumulative, total sum of \$35,000 has been reached, unless terminated, canceled or extended as otherwise specified herein.

- 12.1 The State Agency reserves the right to permit the contractor to complete an assigned task or project after December 31, 2004 provided the assignment was made prior to December 31st and funds remain from the payment of these services within the maximum, total allowable under a Request For Quotation .

13. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the ROC Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

14. CONTRACT MODIFICATIONS

The State and ROC will reserve the right to modify this contract as circumstances may require without penalty to fulfill the department needs. The Contractor (s) will be notified prior to any changes in the contract.